

**FILED**  
SEP 23 1999  
FRANKLIN TOWNSHIP  
ASSESSOR

MARTHA A. WOMACKS  
MARION COUNTY AUDITOR

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
LAKELAND TRAILS SECTION ONE  
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT  
IN MARION COUNTY, INDIANA

The undersigned LAKELAND TRAILS LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), as owner and developer of real property described in Exhibit A attached hereto and known as Lakeland Trails Section One (including lots 1 through 39 and referred to herein as the "Subdivision"), imposes the following plat restrictions and covenants on the Subdivision for the benefit of all present and future owners of any lot in the Subdivision.

DECLARATIONS

All lots within the Subdivision shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all lot owners and occupants within the Subdivision and which shall run with the property and shall be binding on all owners and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after the turnover of the Association to the Building Lot owners a majority of the then owners of the lots in the Subdivision agree to change or terminate said covenants in whole or in part and on the condition that an instrument to that effect signed by the lot owners voting in favor of such change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

Article 1. Use Restrictions

1.01 Each lot within the Subdivision (hereinafter "Building Lot") shall be used for single-family residential purposes only. However, the Developer, its agents or assigns, may use the Building Lots for construction and sales purposes during any building and sales period.

1.02 No residence, building, shed, fence, flagpole, mailbox, light pole or fixture, swimming pool, tennis court, pavement, driveway, awning, wall or structure of any kind shall be erected, placed or altered on any Building Lot without first obtaining the written

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consent of the Architectural Control Committee subsequently described herein. All requests for written approvals from the Architectural Control Committee shall be in writing, shall be dated, shall specifically request approval of the contemplated improvement(s) and shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design, spacing, quality, use, construction materials, color scheme, grading plan and finish grade elevation for said improvements.

1.03 Except as provided for in Section 1.05 below and on the attached Exhibit B, each two (2) story single-family dwelling constructed on any Building Lot shall have a minimum of 1,600 square feet of living area and each single story single-family dwelling shall have a minimum living area of 1,400 square feet, exclusive of basements, open porches, garages and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles.

1.04 The Subdivision is subject to certain restrictions as recorded in the Zoning Commitments for the property, a copy of which is attached hereto as Exhibit B. The lot numbers shown on the attached Exhibit B may vary from those shown on the actual recorded plat(s) for Lakeland Trails. The Building Lot numbers listed in paragraphs 1.05 and 1.06 hereof correspond to the actual Building Lots in Lakeland Trails Section One for which the related zoning commitments apply.

1.05 The following Building Lots shall contain homes with living areas of not less than 1,600 square feet for single story homes or 1,800 square feet for two story homes: 1, 2, 3, 4, 5, 6, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25.

1.06 The following Building Lots shall contain homes with masonry wrap on all first floor exteriors except windows, doorways, eaves and cantilevered areas: 1, 2, 3, 4, 5, 6, 8, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25. Building lots 35 and 36 shall contain homes with masonry on all of the first floor of the front exterior surfaces at a minimum except windows, doorways, and eaves. Exposed foundation block shall not count as part of the masonry percentage.

1.07 All structures or improvements commenced by an owner of any Building Lot within the Subdivision must be completed within nine (9) months from the date of commencement.

1.08 A yard pole light in the front yard or two carriage lights on the garage with photo electric cells (or other darkness sensing technology) that automatically illuminate at darkness are to be installed on a Building Lot at the time of construction of a dwelling thereon. The Building Lot owner shall maintain the light(s) in operating condition at all times.

1.09 No detached storage buildings shall be permitted on any building lot.

1.10 No towers of any description or satellite dish antennas greater than thirty-nine (39) inches in diameter will be permitted on any Building Lot without the written approval of the Architectural Control Committee. Said Committee may deny any such request in its sole and absolute discretion or may attach such conditions as it deems necessary or appropriate. Any satellite dish antenna less than thirty-nine (39) inches in diameter shall require Architectural Control Committee approval as to location, color and other aesthetic considerations.

1.11 No residence shall have a sump pump which discharges directly into the street through a curb.

1.12 No building shall be located nearer to any street than the building setback line shown on the recorded plat of the Subdivision. The setback areas designated on the recorded plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.

1.13 No structures or materials shall be placed or permitted within the utility or drainage easement areas as designated on the recorded plat of the Subdivision. Plantings within said utility or drainage easement areas are at the Building Lot owner's sole risk of loss if such plantings, as determined solely by the applicable utility authority or the Architectural Control Committee, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of surface water from its proper course. Each Building Lot owner shall maintain such portion of any utility or drainage easement area as is located upon such owner's Building Lot.

1.14 No business activities of any kind shall be conducted on any Building Lot or open space in the Subdivision without the approval of the Homeowners' Association; provided, however, that the foregoing shall not apply to the business activities of Developer or the construction, sale or maintenance of Building Lots and residences by authorized builders or by Developer, its agents or assigns, during the construction and sales period.

1.15 No clothesline shall be located on any Building Lot except one removable, folding, umbrella-like clothesline. Folding umbrella-like clothesline shall be permitted in the rear patio area only. No laundry articles shall be left outdoors overnight or any time on Saturdays or Sundays.

1.16 No automobile, bus, camper, motor home, trailer, boat, other watercraft, snowmobile, motorcycle or other similar vehicle shall be stored on any Building Lot unless housed within a garage building. For purposes of this section a vehicle shall be

considered "stored" if inoperable, put up on blocks or covered with a tarpaulin and it remains in such condition for a period of 7 consecutive days.

1.17 No exterior portion of any Building Lot shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other such materials. Garbage or other waste shall be kept in trash containers. All containers used for the storage or disposal of trash or recyclable materials shall be kept in a clean and sanitary condition and screened from public view. Building materials to be used in the construction of approved structures may be stored on a Building Lot, provided such building materials are incorporated into the approved improvement within ninety (90) days after their delivery to such Building Lot.

1.18 No sod, dirt or gravel, other than incidental to the construction of an approved structure or the normal maintenance of lawn areas, shall be removed from any Building Lot without the written approval of the Architectural Control Committee.

1.19 No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Building Lot within the Subdivision. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. The Homeowners' Association may regulate and control the maintenance of lawn areas by publishing rules and regulations as it deems necessary from time to time.

1.20 No geothermal or solar heating system shall be installed on any Building Lot or on any dwelling thereon without the prior approval of all applicable agencies and the Architectural Control Committee.

1.21 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Building Lot, except that dogs, cats or other usual household pets may be kept on a Building Lot, so long as such pets are not kept, bred or maintained for any commercial purpose. No animal shall be permitted to run loose or become a nuisance to any owner of any Building Lot in the Subdivision. The Homeowners' Association may regulate and control the maintenance of such household pets by publishing such rules and regulations as it deems necessary from time to time.

1.22 No sign or billboard shall be erected or displayed on any Building Lot except (a) one (1) sign of no more than five (5) square feet advertising the property for sale; (b) signs used by Developer, its successors and/or assigns, to advertise lots or residences for sale during the construction and sales period; and (c) signs approved by the Architectural Control Committee.

1.23 All tanks for the storage of propane gas, fuel or oil shall be located beneath ground level, except that propane tanks for service to the entire Subdivision or,

on a temporary basis, for construction of an approved structure may be located above ground.

1.24 No well for the production of gas, water or oil, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Building Lot without the written consent of the Architectural Control Committee.

1.25 No chain link fence will be permitted on any Building Lot in the Subdivision.

1.26 No above ground swimming pools in place for more than forty-eight (48) consecutive hours will be permitted on any Building Lot in the Subdivision.

1.27 Nothing shall be done, placed or stored on any Building Lot which may endanger the health or unreasonably disturb the occupants of the dwellings on neighboring Building Lots.

1.28 The owner of each Building Lot within the Subdivision, upon acquisition of title to such lot, shall automatically become a member of the Homeowners' Association created in accordance with Article 3.01 hereof. Such membership shall be an appurtenance to and shall not be separated from ownership of the Building Lot and such membership shall terminate upon the sale or other disposition by such member of such lot ownership.

1.29 Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

It shall be lawful for the Developer, Marion County, the Homeowners' Association or any person or persons owning any real property within the Subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any covenant or restriction contained herein. The proceeding may seek to prevent such person or persons from violating or continuing to violate the restrictions or to recover damages for such violation together with the costs incurred in enforcement of the restrictions.

## **Article 2. Additional Drainage Easement Restrictions**

Drainage easements shown on the recorded plat of the Subdivision may include storm water detention or retention areas designed to direct, detain or retain water. The following covenants and restrictions are for the benefit of all Building Lot owners in the Subdivision and are to run with the land and shall be binding on all parties, on all owners, and all persons claiming under them forever, as follows:

2.01 No owner of any Building Lot in the Subdivision shall do or permit to be done any action or activity which would result in (a) the pollution of any retained water, (b) the diversion of water, (c) a change in the elevation of the water level, (d) silting or (e) an adverse effect on water quality, drainage or proper water management, or which would otherwise impair or interfere with the use of such areas for drainage and related purposes for the benefit of all Building Lot owners.

2.02 No boating, fishing, swimming, ice skating or other recreational activity shall be conducted in, on or above said drainage easement areas.

2.03 The Homeowners' Association shall have the right to establish rules regarding the use of any drainage easement areas, provided such rules are not in conflict with any other provision contained herein, and are reasonably established to protect the safety and welfare of the residents of the Subdivision and their guests, or are established to assure the continued service of the areas for the purposes for which they were designed.

2.04 The Developer, Marion County, the Homeowners' Association or any person or persons owning any Building Lot within the Subdivision may prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions or seek restraining orders or other mandatory relief for the correction of any interference with or damage to the drainage and detention or retention system, and to recover compensation for any damages incurred by the complaining party together with the costs incurred in enforcement of the restrictions.

### **Article 3. Homeowners' Association**

3.01 After the recording of this Declaration, Developer shall form and incorporate a Homeowners' Association (the "Association") to promote the common interest of all Building Lot owners, to handle maintenance of certain areas within the Subdivision as set forth below and to promote compliance with the covenants, conditions and use restrictions set forth in this Declaration. The Association shall be comprised of the owners of all the Building Lots in the Subdivision. Developer reserves the right to expand the membership and duties of the Association to include other areas or sections of Lakeland Trails to be developed in the future on property that is not presently part of the Subdivision. Said areas or sections shall be considered "Expansion Property", the lot owners of which may, at the option of Developer, be required to become members of the Association. If the Developer elects to develop Expansion Property and elects to include the owners of lots in any portion of the Expansion Property as members in the Association and to expand the Association's responsibilities to include similar duties for such portion of the Expansion Property, Developer may do so by filing an amendment to this Declaration to include such Expansion Property within ten (10) years from the date hereof, explicitly setting forth that the lot owners within such portion of

the Expansion Property shall become members of the Association and detailing the additional rights and obligations of the Association.

3.02 The management and control of the affairs of the Association shall be vested in its board of directors. The board of directors shall be composed of three (3) members. The three (3) initial members of the board of directors shall be selected by Developer. The three (3) initial members of the board of directors shall serve until (a) that date which is ninety (90) days after 100% of all Building Lots within the Subdivision and 100% of all lots within the Expansion Property which have been developed and made a part of the Subdivision as set forth above in Article 3.01 have been sold, or (b) Developer elects to turn over control of the Association to the Building Lot owners, whichever shall first occur. Upon the incapacity, resignation or death of any initial director, a successor, who shall serve the remaining term of the departed director, shall be appointed by the remaining members of the board of directors within three (3) months after the incapacity, resignation or death of the departed director. Subsequent board members shall be elected by a majority of the Building Lot owners as more fully set forth in the Articles of Incorporation and By-Laws for the Association.

3.03 The Association, or its agents or assigns, shall have the right to enter onto any common area, open space, public right-of-way or landscape easement area as shown on the recorded plat of the Subdivision, if any, or other easement area as it from time to time deems necessary for the purpose of maintaining the same. Such maintenance may include, but shall not be limited to:

- (a) regular mowing, trimming and fertilizing of grassy areas;
- (b) periodic mulching of flower beds within the Subdivision;
- (c) regular weeding of flower beds;
- (d) flower planting within the Subdivision;
- (e) maintenance of street lighting, if any, and associated electric service billings;
- (f) repair of any permanent signs;
- (g) repair of any stone wall, wing wall or fencing;
- (h) maintenance and repair of any playgrounds or other common area amenities;

- (i) treatment of water in any detention or retention areas to limit algae and grassy growth; and
- (j) trimming, pruning, removal and replacement of trees and bushes, as necessary.

3.04 For the purpose of providing funds to carry out the responsibilities of the Association hereunder, the Association shall be empowered to levy, assess and collect from the owner of each and every Building Lot in the Subdivision an amount up to Two Hundred Dollars (\$200.00) per year, irrespective of whether the Subdivision has been completed. Provided, however, that such limit of Two Hundred Dollars (\$200.00) per Building Lot per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December, 1999. Any fees assessed by the Association in excess of Two Hundred Dollars (\$200.00) per Building Lot per year, or its adjusted equivalent, must be approved by a majority of the Building Lot owners in the Subdivision.

3.05 Any amount assessed or levied hereunder by the Association against a Building Lot owner shall become a lien on each Building Lot until paid. Any assessments which are not paid within thirty (30) day of the due date shall be delinquent. As long as an assessment remains delinquent, a late fee of ten dollars (\$10.00) will be charged per month until the assessment is paid in full. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Association may file with the Marion County Recorder a Notice of Lien. The Notice of Lien shall contain a description of the Building Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessment or assessments. The lien provided for herein shall remain valid for a period of five (5) years from the date a Notice of Lien is duly filed, unless sooner released or satisfied in the same manner provided for by law in the State of Indiana for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of the Court in an action brought to discharge the lien. The lien shall secure not only the amount of the unpaid assessments and late fees, but also the costs incurred in collection, including, but not limited to interest, attorney's fees and court costs. The lien of the assessment provided for herein shall be subject and subordinate to the lien of any duly executed mortgage on any Building Lot recorded prior to the recording of the Notice of Lien. The holder of any such mortgage which comes into possession of a Building Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure shall take the property free of claims for unpaid installments of assessments or charges against the Building Lot which become due and payable prior to the time such holder or purchaser takes title to the Building Lot.

3.07 No member of the board of directors shall be liable to the owner(s) of any Building Lot or any other person for any error or mistake of judgment exercised in carrying out his duties and responsibilities as a director, except in the case of willful



misconduct or gross negligence. Further the Association shall indemnify and hold harmless and defend each of the directors against any and all liability to any person, firm or corporation arising out of any contract made by the board of directors on behalf of the Association, unless any such contract shall have been made fraudulently. It is intended that no director shall have personal liability with respect to any contract made by any board member on behalf of the Association.

3.08 The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a director of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such director is liable for gross negligence or willful misconduct in the performance of his duties. The Association shall also reimburse to any such director the reasonable costs of settlement of, or judgment rendered in, any action, suit or proceeding, if it shall be found by a majority vote of the owners of the Building Lots that such director was not guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a director, no director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such director relied on the books and records of the Association or statements or advice made by or prepared by the managing agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service, unless such director had actual knowledge of the falsity or incorrectness thereof; nor shall a director be deemed guilty of, or liable for, negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the board of directors.

3.09 Any and all of the rights, powers, duties and obligations assumed by, reserved to, created in or given to the Association may be exercised by Developer until such time as the Association is formed and control thereof transferred to the Building Lot owners. At such time as control of the Association is transferred to the Building Lot owners, Developer may reserve the exclusive right to approve the plot plan, construction plans, color scheme and landscape plan associated with any structure on any Building Lot on which a dwelling unit has not yet been completed and occupied, so long as Developer clearly identifies the Building Lots for which it is retaining such right at the time of the turnover. Developer shall maintain said right of approval for each Building Lot until such time as a dwelling unit has been completed on that Building Lot and occupied by the homebuyer.

**Article 4. Architectural Control Committee**

An Architectural Control Committee (the "Committee") is hereby established as a standing committee of the Association to carry out the functions set forth for it in this Declaration. The Architectural Control Committee's procedures and duties shall be as follows:

4.01 The Committee shall be composed of three (3) members. The Developer shall appoint each of the three (3) initial members of the Committee.

4.02 The three (3) initial members of the Committee shall serve until such time as the Developer turns over control of the Homeowners' Association to the Building Lot owners, as set forth in Article 3.02 hereof. Any subsequent members shall be appointed by the Association and shall serve for terms of three (3) years, except that the first appointed members of the Committee shall serve for staggered terms of one (1), two (2) and three (3) years as directed by the board of directors of the Association. All members of said Committee shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Committee, a successor, who shall serve the remaining term of the departed Committee member, shall be appointed by the board of directors of the Association within three (3) months after the incapacity, death or resignation of the departed member.

4.03 The Use Restrictions require the submission of detailed plans and specifications to the Committee prior to the erection of, placement on, or alteration of any structure or improvement on any Building Lot. The intent is to achieve an architecturally harmonious, artistic and desirable residential subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the Committee is directed to consider the appropriateness of the improvement contemplated in relation to the improvements on contiguous or adjacent lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the Building Lot on which it is proposed to be made, and such other matters as may be deemed by the Committee members to be in the interest and benefit of the owners of the Building Lots in the Subdivision as a whole.

4.04 To assist it in making its determinations, the Committee may require that any plans and specifications submitted to the Committee be prepared by a registered architect or civil engineer. The Committee shall also have the right to require any other reasonable data including, but not limited to, grading or elevation plans, material lists, landscape plans and color scheme designations.

4.05 The Committee's decisions shall be in writing and shall be binding upon all parties in interest. The Committee shall approve, disapprove or request additional information with respect to any submitted request for approval within thirty (30) days after said request shall have been properly submitted to the Committee for approval. A properly submitted request shall be in writing and shall comply with the provisions

of Article 1.02 hereto. The failure of the Committee to approve, disapprove or request additional information within said time period shall be deemed an approval of any properly submitted request.

4.06 The approval of any plans and specifications by the Committee shall not constitute a representation or warranty by it as to the quality of the workmanship, materials or architectural or engineering design covered thereunder, or the proposed work's feasibility or compliance with any applicable laws.

4.07 If, in the opinion of the Committee, the enforcement of these restrictions would constitute a hardship due to the shape, dimension or topography of a particular Building Lot in the Subdivision, the Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of the standards of the Subdivision.

#### **Article 5. Other Conditions**

5.01 All transfers and conveyances of each and every Building Lot in the Subdivision shall be made subject to these covenants and restrictions.

5.02 Any failure to enforce these restrictions shall not be deemed a waiver thereof or an acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

5.03 If any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid, such invalidity shall in no way affect any other covenant, condition or restriction.

5.04 All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Building Lot owner or owners found to be in violation.

5.05 So long as Developer maintains control of the Association as set forth in Article 3 hereof, Developer reserves the right to amend this Declaration (a) to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) (b) to the extent necessary to enable the Developer to correct any typographical error, (c) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein or to subject additional property to these restrictions, (d) to change the substance of one or more covenants, conditions, restrictions, terms or provisions hereof or (e) to meet any other reasonable need or requirement in order to complete the Subdivision, but (i) does not materially increase the obligation(s) of any owner under any covenant, condition, term or provision without such owner's consent or (ii) is necessary to comply with a governmental requirement, including applicable

laws, ordinances, regulations or orders of any municipality or court having jurisdiction; all without the approval of the Building Lot owners, and each Building Lot owner, by the acceptance of a deed to a Building Lot within the Subdivision, consents to this reserved right.

5.06. Once Developer has turned over control of the Association as set forth in Article 3 hereof, this Declaration may be amended by a majority vote of the Building Lot owners in the Subdivision so long as such amendment does not materially increase the obligation(s) of any owner under any covenant, condition, term or provision without such owner's consent.

5.07 Only the Building Lots contained in the Subdivision shall be subject to and bound by the restrictions, covenants and conditions set out in this Declaration and none of said provisions shall in any manner affect or be operative in respect to any other land of the owner or its successors or assigns.

IN WITNESS WHEREOF, said Lakeland Trails LLC has caused this instrument to be executed by its duly authorized representative this 21<sup>st</sup> day of September, 1999.

Signed and acknowledged  
in the presence of:

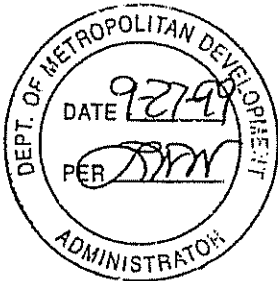
**LAKELAND TRAILS LLC,**  
By: Republic Development Corporation,  
an Ohio corporation

[Signature]  
Cheryl L. Miller

By: [Signature]  
Richard L. Arnos  
President

STATE OF OHIO     )  
                                  ) SS:  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September, 1999, by Richard L. Arnos, President of Republic Development Corporation, an Ohio corporation, managing member of LAKELAND TRAILS LLC.




[Signature]  
Notary Public  
  
**CHERYL L. MILLER**  
Notary Public, State of Ohio  
Commission Expires 3-25-04

Exhibit ALand Description  
Lakeland Trails Section 1

Part of the Southwest Quarter of Section 13, Township 14 North, Range 4 East in Franklin Township, Marion County, Indiana, more particularly described as follows:

Commencing at a Harrison Monument marking the Northwest Corner of the said Southwest Quarter Section; thence South 00 degrees 11 minutes 40 seconds West (Assumed Bearing) along the West Line of the said Southwest Quarter Section a distance of 767.23 feet to the Southwest Corner of a tract of land per instrument #94-0103586 in the office of the recorder of Marion County, Indiana and the BEGINNING POINT; thence South 89 degrees 48 minutes 20 seconds East along the southerly boundary of said real estate being perpendicular to the West Line of said Quarter Section a distance of 522.72 feet to the Southeast Corner thereof; thence South 51 degrees 05 minutes 04 seconds East a distance of 130.45 feet; thence South 18 degrees 01 minutes 03 seconds West a distance of 76.93 feet; thence South 44 degrees 40 minutes 41 seconds East a distance of 36.21 feet; thence South 14 degrees 49 minutes 44 seconds West a distance of 65.50 feet; thence South 47 degrees 20 minutes 16 seconds East a distance of 131.44 feet to a curve having a radius of 175.00 feet, the radius point of which bears North 48 degrees 24 minutes 36 seconds West; thence Northeasterly along the arc of said curve a distance of 46.06 feet to a point which bears South 63 degrees 29 minutes 25 seconds East from said radius point; thence South 61 degrees 10 minutes 19 seconds East a distance of 207.65 feet; thence South 09 degrees 38 minutes 11 seconds West a distance of 69.49 feet; thence South 24 degrees 04 minutes 43 seconds East a distance of 140.12 feet; thence South 11 degrees 46 minutes 00 seconds East a distance of 164.50 feet; thence South 84 degrees 20 minutes 19 seconds East a distance of 48.09 feet; thence South 36 degrees 13 minutes 59 seconds East a distance of 133.14 feet; thence North 50 degrees 00 minutes 00 seconds East a distance of 88.86 feet; thence South 40 degrees 00 minutes 00 seconds East a distance of 50.00 feet; thence South 34 degrees 39 minutes 10 seconds East a distance of 149.62 feet; thence North 73 degrees 35 minutes 25 seconds East a distance of 99.33 feet to the intersection with the northerly prolongation of the west line of the real estate described in a deed to Hearl W. Herrod and W. Christine Herrod per instrument #89-123851 in the office of the recorder of Marion County, Indiana; thence South 00 degrees 12 minutes 57 seconds West along the said extension, the west line of said Herrod real estate and parallel with the East Line of the said Quarter Section a distance of 467.32 feet to the Northeast corner of a tract of land per instrument #90-68445 in the office of the recorder of Marion County, Indiana; thence North 90 degrees 00 minutes 00 seconds West, parallel with the south line of the said Quarter Section, a distance of 1000.10 feet to the Southeast Corner of the real estate described in a deed to Peace Free Will Baptist Church, Inc. per instrument #91117127 in the office of the recorder of Marion County, Indiana; thence North 00 degrees 11 minutes 40 seconds East, parallel with the West Line of the said Quarter Section, a distance of 661.53 feet to the South Line of the real estate described in a deed to Anthony P.

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Carver and Anita M. Carver per instrument #90-71782 in the office of the Recorder of Marion County, Indiana (the following three (3) described courses being along the Southerly, Easterly and Northerly boundaries of said instrument #90-71782); thence North 89 degrees 39 minutes 11 seconds East a distance of 50.00 feet; thence North 00 degrees 38 minutes 13 seconds East a distance of 288.29 feet; thence South 89 degrees 33 minutes 43 seconds West a distance of 454.71 feet to the West Line of the said Southwest Quarter Section; thence North 00 degrees 11 minutes 40 seconds East along the said West Line a distance of 463.59 feet to the BEGINNING POINT, containing 24.747 acres, more or less.

3/30/1999 EDG

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ZONING COMMITMENTS  
Case No. 99-Z-15  
7701 S. Five Points Rd. (Approx.)

1. The number of lots in the subdivision shall not exceed 140.
  2. The following lots identified on the Preliminary Plan shall contain homes with living space of not less than 1,600 square feet for a single story home or 1,800 square feet for a two story home: 1, 2, 3, 4, 5, 6, 10, 11, 13, 14, 15, 92, 93, 94, 95, 96, 97, 98, 100, 101, 102, 103, 104, 105, 106. The following lots shall contain homes with living space of not less than 1,800 sq. ft.: 16, 17, 18, 25, 26, and 27. All other lots within the subdivision shall contain homes with living space of not less than 1,400 square feet for a single story home or 1,600 square feet for a 2 story home.
  3. The following lots identified on the Preliminary Plan shall contain homes with masonry wrap on all the first floor exteriors except windows, doorways, eaves, and cantilevered areas: 1, 2, 3, 4, 5, 6, 10, 11, 13, 14, 15, 16, 17, 18, 25, 26, 27, 92, 93, 94, 95, 96, 97, 98, 100, 101, 102, 103, 104, 105, 106, and 109. Lots 117 and 118 shall contain homes with masonry on all of the first floor of the front exterior surfaces at a minimum, excepting doors, windows, and eaves. All other lots within the subdivision shall contain homes with no less than 40% masonry on the front exterior surfaces, except windows, doorways, eaves and garages. Exposed foundation block shall not count as part of the required masonry percentage.
  4. The average lot size of the following lots identified on the Preliminary Plan shall not be less than 18,000 square feet: 1, 2, 3, 4, 5, 6, 10, 11, 13, 14, 15, 16, 17, 18, 25, 26, 27, 94, 95, 96, 97, 100, 101, 102, 103, 104, 105, 106.
  5. The minimum lot size of the lots in the area identified on the Preliminary Plan as Lots 82 through 89, shall be 15,000 sq. ft. The minimum lot size of the lots in the area identified on the Preliminary Plan as Lots 71 through 81, shall be 12,000 sq.ft. No lot in the subdivision shall be less than 10,000 sq. ft.
  6. All model homes shall contain living space of not less than 1800 sq. ft. for a two story or 1600 sq. ft. for a one story; and shall have masonry wrap on all the first floor exteriors, excepting windows, doorways, eaves, and cantilevered areas.
  7. If any variance between the Preliminary Plan and the final plat occurs, lots on the final plat that have essentially the same rear lot lines as the lots on the Preliminary Plan will require the same house square footage, masonry standards, and lot size requirements.
  8. All front lawn areas shall be sodded. Side and rear yard areas shall be seeded. The initial landscaping package shall include at least two trees planted in the front yard of not less than 2" caliper in diameter, at least one of which shall be a deciduous tree other than a sugar maple. The landscape package shall also include not less than ten additional bushes, trees and/or shrubs.
  9. All lots within the subdivision shall be subject to a recorded Declaration of Covenants, Conditions and Restrictions; and shall be subject to the architectural controls and use restrictions established therein. All lots shall be subject to Republic's Builder's Standards. The Declaration and the Builder's Standards shall include provisions substantially similar to the proposed Homeowners Covenants and Builder's Standards attached hereto as exhibit. However, in the case of any conflict between said exhibits and these written commitments, the commitments shall control.
  10. A homeowners association with mandatory membership by residents and lien rights for assessments and dues shall be established for the community. The Association shall be responsible for maintaining the lake(s), entries and common areas, and snow removal(only as a backup to the City service). Control of the Association shall be turned over to the residents no later than 90 days after 100% of the subdivision lots have been developed and sold. The name, address and telephone number of the initial resident contact person for the Association shall be provided by the developer to the Franklin Twp. Civic League.
-

11. The development shall be platted, with public streets, sewers and water service. Site access shall be provided along Five Points Road and along Shelbyville Road. The location and design of the access locations and drainage, shall be subject to the approval of the Department of Capital Asset Management (DCAM).
  12. The drainage plans, the Preliminary Plat, and the landscaping plans shall be submitted to the Franklin Township Civic League for their review at the time they are submitted to DCAM or the City of Indianapolis. The property owners directly abutting the project shall be notified of the Civic League meeting at which said plans will be reviewed; and the developer and/or developer's engineer shall attend such meeting.
  13. Lots 72 and 73, or the two lots later determined to be closest to the residence owned by Mr. and Mrs. David Ray, shall not contain a two story home. Further, the farm fence along the East border abutting the Ray's property, shall be relocated to the property line by the developer.
  14. The interior through streets will be a minimum of 28 ft. in width from outside of curb to outside of curb. The Cul-De-Sac streets will be to DCAM standards as determined at the platting phase. The Cul-De-Sacs themselves will comply with the turning radii required by DCAM and the Fire authorities.
  15. The subdivision will be developed with sidewalks on both sides of the interior streets, overhead lighting at the entrances and at their first through street intersection into each entrance (with the maintenance and energy costs paid by the Assoc.), a dawn to dusk walk light in every front yard or a coach light, paved 16' wide minimum driveways, two car garages at a minimum, and the street address numbers at least 4 inches in height affixed to the mailbox in front of each residence.
  16. A Seventy Foot (70') wide  $\frac{1}{2}$  right of way along the portion of the site which abuts Five Points Rd., and a Forty Foot (40') wide  $\frac{1}{2}$  right of way along the portion of the site which abuts Shelbyville Rd. shall each be dedicated to DCAM; and additional easements shall not be dedicated to third parties within said area prior to the acceptance of the right of way grants by DCAM.
-



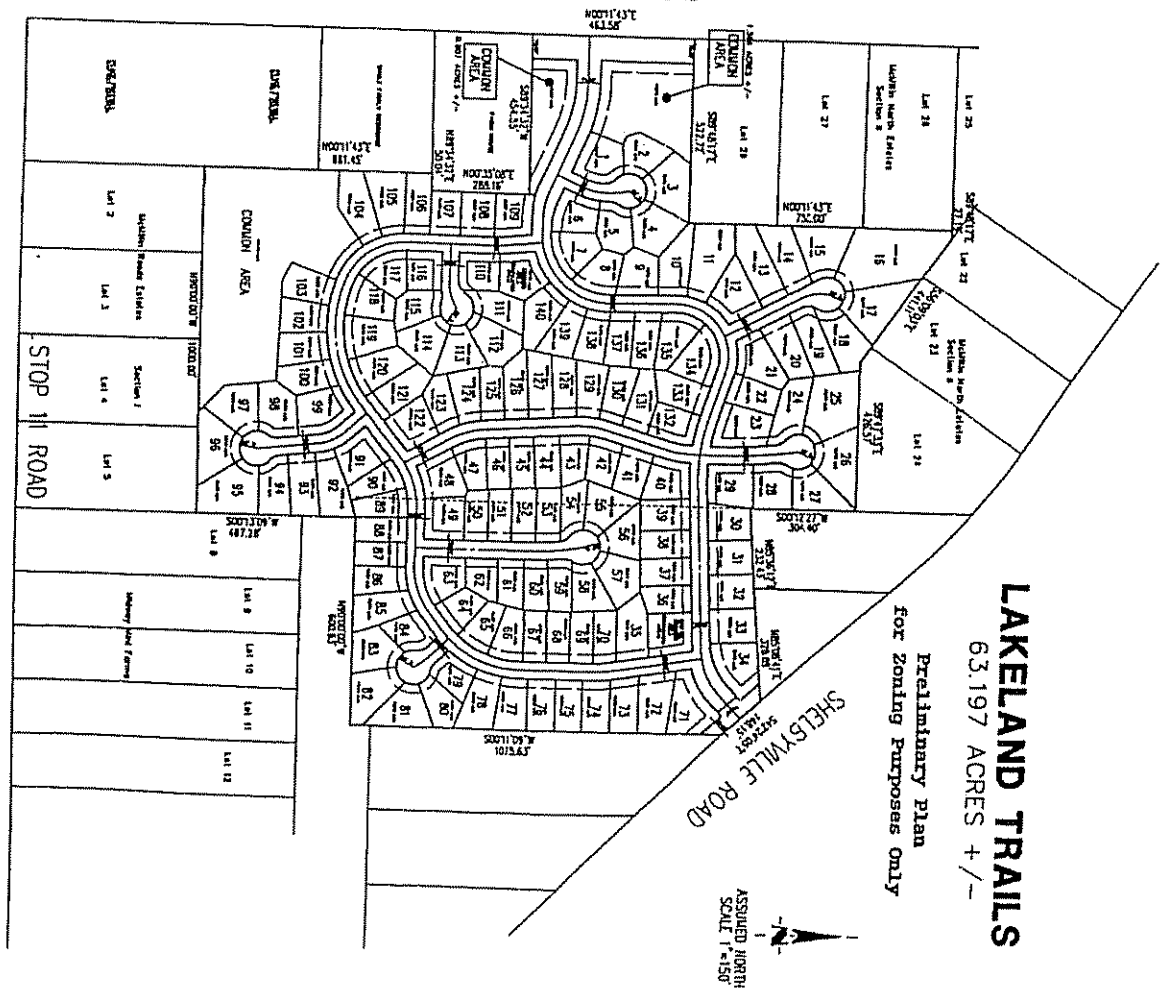
BUILDER/SUBDIVISION STANDARDS  
LAKELAND TRAILS

Builders to adhere to the following standards which were established to create a more harmonious and attractive community and are in addition to the Lakeland Trails Declaration of Covenants, Conditions and Restrictions.

1. House Style. All houses offered and sold by the Builder in Lakeland Trails shall first be approved by Developer (indicated by Developer's stamp of approval). Two (2) story houses shall contain at least 1,600 square feet of livable area, single story houses shall contain at least 1,400 square feet of livable area except that on lots \_\_\_\_\_ two story homes shall have a minimum of 1,800 s.f. and single story homes shall have a minimum of 1,600 s.f. All two (2) story houses shall have a roof pitch of 6/12 or greater, single story houses shall have a roof pitch of 7/12 or greater.
  2. Siding. The front elevation of each home shall be 40% masonry except that homes on lots \_\_\_\_\_ to have masonry wrapped on the entire first story of the home. The balance of the homes' siding to be stucco, wood, brick, stone or vinyl and shall be approved by Developer. No blue, blue gray, or gray blue vinyl exterior siding shall be offered.
  3. House Landscaping. Builder shall include a standard landscaping package with each house sold that is meant to provide for trees, shrubs and flowers around the house. At least two (2) trees of 2" caliper measured one (1) foot from the ground and ten (10) shrubs shall be planted in the front yard of each lot purchased. Said trees and shrubs may be of deciduous or evergreen variety.
  4. Sod & Lawn. All front yards shall be sodded. Unsodded lawn areas shall be seeded prior to closing with homebuyer unless the weather is prohibitive in which case Builder shall seed or sod the rear yard as soon as the weather permits.
  5. Front Walk Lights and Mailboxes. A front walk pole light that automatically illuminates at darkness and a mailbox shall be provided by Builder to each homebuyer with the design of each to be standardized and coordinated with Developer. Developer's approval for said designs is required.
  6. Corner Lots. Builder shall use its best efforts to have houses on corner lots canted relative to the corner of the lot.
  7. Roof Vents. Roof vents are to match the color of the roof. No exposed metal or plastic roof vents permitted.
  8. Like Models. Like model elevations shall be separated by at least one (1) lot and no like model elevations shall be directly across the street from one another. No two (2) adjacent houses shall have the same exterior siding color.
-

The lot numbers shown on this preliminary plan may vary from those shown on the actual recorded plat(s) for Lakeland Trails. The lot numbers listed in paragraphs 1.05 and 1.06 of the Declaration of Covenants, Conditions and Restrictions for Lakeland Trails Section One correspond to the actual lots in Lakeland Trails Section One for which the related zoning commitments apply.

MUIRFIELD SUBDIVISION D-3 ZONING  
FIVE POINTS ROAD



**LAKELAND TRAILS**

63.197 ACRES +/-

Preliminary plan  
for Zoning Purposes Only

ASSUMED NORTH  
SCALE 1"=150'

**FILED**  
AUG 18 2000  
FRANKLIN TOWNSHIP  
ASSESSOR

MARTHA A. WOMACKS  
MARION COUNTY AUDITOR

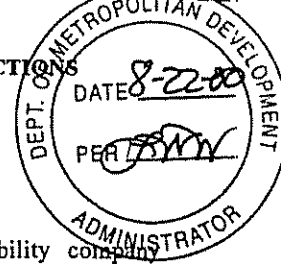
APPROVED THIS 18<sup>th</sup> <sup>(b)</sup>  
DAY OF August 20 00  
FRANKLIN TOWNSHIP ASSESSOR  
Steve Howell DRAFTSMAN

337580 AUG 22 8

ONLY ENTERED FOR RESEARCH  
SUBJECT TO FINAL ACCEPTANCE  
FIRST RECORDING TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LAKELAND TRAILS, SECTION 1

TO PROVIDE FOR THE ADDITION OF  
LAKELAND TRAILS, SECTION 2



The undersigned, Lakeland Trails LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in Franklin Township, Marion County, Indiana, known as Lakeland Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 990182304 in Marion County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for Lakeland Trails, Section 1, dated September 27, 1999 (the "Declaration"), which Declaration was recorded as Instrument No. 990182303, Marion County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing Lakeland Trails, Section 2, a subdivision in Franklin Township, Marion County, Indiana consisting of lots 40 through 84 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

2. The following Building Lots shall contain only single story homes: Lots 57 and 58.

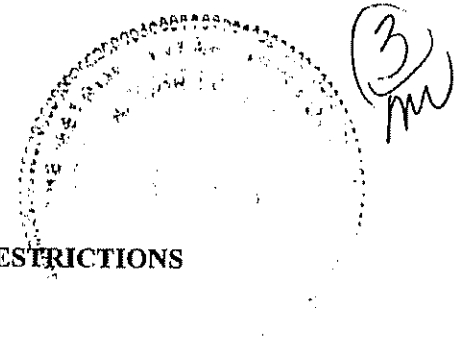
08/22/00 10:14AM MARION COUNTY RECORDER CAN 14.00 PAGES: 3

Inst # 2000-0132251

MARTHA A. WOMACKS  
MARION COUNTY AUDITOR

462575 MAR 12 8

DUTY OF THE AUDITOR FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER



**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LAKELAND TRAILS, SECTION 1**

**TO PROVIDE FOR THE ADDITION OF  
LAKELAND TRAILS, SECTION 3**

The undersigned, Lakeland Trails LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in Franklin Township, Marion County, Indiana, known as Lakeland Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 990182304 in Marion County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for Lakeland Trails, Section 1, dated September 27, 1999 (the "Declaration"), which Declaration was recorded as Instrument No. 990182303, Marion County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing Lakeland Trails, Section 3, a subdivision in Franklin Township, Marion County, Indiana consisting of lots 85 through 118 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration and any further restrictions as set forth herein;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

2. Lots 104, 105 and 106 shall contain homes with masonry wrap on all the first floors except windows, doorways, eaves and cantilevered areas.

03/12/03 04:05PM MARION COUNTY RECORDER  
Inst # 2003-0051194  
FILED 16:00 PAGES: 3

**FILED**  
FEB 12 2003  
FRANKLIN TOWNSHIP  
ASSESSOR

**FILED**  
MAR 12 2003  
FRANKLIN TOWNSHIP  
ASSESSOR

IN WITNESS WHEREOF, Lakeland Trails LLC has caused this instrument to be executed by its duly authorized representative this 17<sup>th</sup> day of January, 2003.

Signed and acknowledged  
in the presence of:

LAKELAND TRAILS LLC, an Indiana  
limited liability company


BY: REPUBLIC DEVELOPMENT LLC,  
managing member

Cheryl L. Bixdall  
C. BIXDALL  
Patricia A. Perkey  
PATRICIA A. PERKEY

By: Lawrence M. Moon  
Lawrence M. Moon  
Executive Vice President

STATE OF OHIO            )  
  ) SS:  
COUNTY OF LUCAS        )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January, 2003, by LAWRENCE M. MOON, Executive Vice President of REPUBLIC DEVELOPMENT LLC, an Ohio limited liability company, managing member of LAKELAND TRAILS LLC, an Indiana limited liability company, on behalf of the company.

Cheryl L. Miller  
Notary Public (Cheryl L. Miller)  
  
CHERYL L. MILLER  
Notary Public, State of Ohio  
Commission Expires 3-25-04

## Exhibit A

Land Description  
Lakeland Trails Section 3

Part of the Southwest Quarter of Section 13, Township 14 North, Range 4 East in Franklin Township, Marion County, Indiana, more particularly described as follows:

Commencing at a Harrison Monument marking the Northwest Corner of the said Southwest Quarter Section; thence South 00 degrees 11 minutes 40 seconds West (Assumed Bearing) along the West Line of the said Southwest Quarter Section a distance of 767.23 feet to the Northwest Corner of Lakeland Trails Section 1, a subdivision in Marion County, Indiana, the plat of which is recorded as instrument number 990182304 in the office of the recorder of Marion County, Indiana (the next twelve described courses being along the East Line of said Lakeland Trails Section 1); thence South 89 degrees 48 minutes 20 seconds East a distance of 522.72 feet; thence South 51 degrees 05 minutes 04 seconds East a distance of 130.45 feet; thence South 18 degrees 01 minutes 03 seconds West a distance of 76.93 feet; thence South 44 degrees 40 minutes 41 seconds East a distance of 36.21 feet; thence South 14 degrees 49 minutes 44 seconds West a distance of 65.50 feet; thence South 47 degrees 20 minutes 16 seconds East a distance of 131.44 feet to a curve having a radius of 175.00 feet, the radius point of which bears North 48 degrees 24 minutes 36 seconds West; thence Northeasterly along the arc of said curve a distance of 46.06 feet to a point which bears South 63 degrees 29 minutes 25 seconds East from said radius point; thence South 61 degrees 10 minutes 19 seconds East a distance of 207.65 feet to the BEGINNING POINT; thence South 09 degrees 38 minutes 11 seconds West a distance of 69.49 feet; thence South 24 degrees 04 minutes 43 seconds East a distance of 140.12 feet; thence South 11 degrees 46 minutes 00 seconds East a distance of 164.50 feet; thence South 84 degrees 20 minutes 19 seconds East a distance of 48.09 feet to the West Line of Lakeland Trails Section 2, a subdivision in Marion County, Indiana, the plat of which is recorded as instrument number 000132252 in the office of the recorder of Marion County, Indiana (the next seventeen (17) described courses being along the said West Line); thence North 64 degrees 03 minutes 42 seconds East a distance of 123.20 feet; thence North 28 degrees 00 minutes 03 seconds West a distance of 15.88 feet; thence North 61 degrees 59 minutes 57 seconds East a distance of 50.00 feet; thence North 66 degrees 35 minutes 10 seconds East a distance of 133.08 feet; thence North 03 degrees 39 minutes 07 seconds West a distance of 126.83 feet; thence North 02 degrees 57 minutes 27 seconds West a distance of 212.96 feet; thence North 03 degrees 33 minutes 26 seconds East a distance of 77.34 feet; thence North 20 degrees 12 minutes 56 seconds East a distance of 88.19 feet; thence North 88 degrees 18 minutes 11 seconds East a distance of 316.79 feet; thence North 29 degrees 58 minutes 35 seconds East a distance of 12.02 feet; thence North 89 degrees 12 minutes 38 seconds East a distance of 146.32 feet; thence North 09 degrees 00 minutes 03 seconds West a distance of 121.41 feet to a curve having a radius of 15.00 feet, the radius point of which bears South 80 degrees 59 minutes 57 seconds West; thence Northwesterly along the arc of said curve a distance of 21.91 feet to a point which bears North 02 degrees 41 minutes 51 seconds West from said radius point; thence South 87 degrees 18 minutes 09 seconds West a distance of 55.84 feet; thence North 02 degrees 41 minutes 51 seconds West a distance of 50.00 feet to a curve having a radius of 275.00 feet, the radius point of which bears North 02 degrees 41 minutes 51 seconds West; thence Easterly along the arc of said curve a distance of 40.00 feet to a point which bears South 11 degrees 01 minutes 50 seconds East from said radius point; thence North 02 degrees 41 minutes 51 seconds West a distance of 137.46 feet to North Line of real estate described in deed to Richard Keaton and Shirley Keaton per instrument number 8587090 in the office of the recorder of Marion County, Indiana; thence South 85 degrees 08 minutes 32 seconds West along the said North Line a distance of 160.24 feet to an angle point; thence South 85 degrees 36 minutes 03 seconds West along the said North Line a distance of 232.43 feet to the East Line of the West Half of the said Southwest Quarter Section; thence North 00 degrees 12 minutes 18 seconds East along the East Line of the West Half of the said Southwest Quarter Section a distance of 304.46 feet; thence North 89 degrees 47 minutes 42 seconds West a distance of 404.52 feet; thence South 08 degrees 31 minutes 14 seconds East a distance of 205.96 feet; thence South 56 degrees 12 minutes 46 seconds East a distance of 37.60 feet; thence South 75 degrees 34 minutes 38 seconds East a distance of 76.24 feet; thence South 14 degrees 32 minutes 01 seconds West a distance of 148.40 feet; thence South 17 degrees 59 minutes 57 seconds West a distance of 50.00 feet; thence South 72 degrees 00 minutes 03 seconds East a distance of 59.62 feet; thence South 17 degrees 09 minutes 12 seconds West a distance of 129.69 feet; thence North 83 degrees 42 minutes 04 seconds West a distance of 90.03 feet; thence South 03 degrees 38 minutes 51 seconds West a distance of 147.95 feet; thence South 08 degrees 48 minutes 51 seconds West a distance of 98.46 feet; thence South 09 degrees 38 minutes 11 seconds West a distance of 88.56 feet to the BEGINNING POINT, containing 12 565 acres, more or less.